



Jefferson County Board of County Commissioners

Thursday, April 4, 2024 at 9:00 am

REGULAR SESSION AGENDA

Courthouse Annex, 435 W. Walnut Street, Monticello, FL 32344

1. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE
2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS
3. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS
(3 Minute Limit Please)
4. CONSENT AGENDA
 - a. Vouchers
5. GENERAL BUSINESS
 - a. Emergency Management Interlocal Agreement: H. Encinosa

Attachments:

- **Agenda Item** (Agenda_Item_-_Interlocal_Agreement_Sheriff_Emergency_Management.doc)
- **Agreement** (Emergency_Mgmt_Interlocal_Sheriff_Signed.pdf)

- b. Planning Commissioner Appointment: E. Rosenthal

Attachments:

- **Agenda Item** (Agenda_Item_-_Planning_Commissioner_Appointment.doc)
- **Resolution** (Planning_Commission_Appointment_Resolution_03_27_24.docx)

- c. Medical Examiner Agreement: H. Encinosa

Attachments:

- **Agenda Item** (Agenda_Item_-_Medical_Examiner_2024.doc)
- **Resolution** (Resolution_Medical_Examiner_2024_Jefferson.docx)
- **ME** (JEFFERSON_ME_2024_Coyne_Signed.pdf)

- d. Dangerous Dog Ordinance: K. Mood

Attachments:

- **Agenda Item** (Agenda_Item_-_Dangerous_Dog_Ord_Skd_PH.doc)
- **Business Impact Statement** (Business_Impact_Estimate_Directions_and_Form_-_Code_Enforcement_Ordinance.docx)
- **Ordinance** (2024_Dangerous_Dog_Ord.docx)

- e. TDC Appointment

Budget Workshop

- 6. CLERK OF COURTS**
- 7. COUNTY ENGINEER**
- 8. COUNTY ATTORNEY**
- 9. COUNTY MANAGER**
- 10. COUNTY COMMISSIONERS**
- 11. ADJOURN**

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PARTICIPATING IN A COUNTY COMMISSION MEETING: A CITIZEN'S GUIDE

The Jefferson County Commission is pleased to have you at our Commission meeting. We appreciate your presence, welcome your participation, and want your visit to be interesting and informative. The following is a brief summary of the Commission's Meeting Rules of Procedure that apply to citizen participation.

See the meeting agenda so that you can follow each item of business the Commission will be discussing.

SPEAKING BEFORE THE COMMISSION: WHEN CAN I TALK?

If you want to address the Commission about an issue that's not on the agenda, notice there is a place to do this. To reserve a time to speak for up to 3 minutes, please sign a speaker request form usually found near the speaker's rostrum.

The first place to speak is soon after the meeting begins. This time is reserved for citizens who want to make a request or provide input that doesn't require discussion. The spot is frequently used by citizens who don't want to stay for the entire meeting and don't need an immediate response from the Commission.

Citizens may also have a chance to address the Commission about items of interest during the General Business part of the agenda. After the Commissioners have had a chance to discuss a

general business item, the Chair usually asks if there are any comments from the audience. Again, if you wish to speak, please limit remarks to no more than 3 minutes.

For the record, always give your name and address before you begin speaking. If you're representing a particular group or organization, state that, too. Always address remarks to the Chair or the Commission as a whole, never to an individual commissioner or the audience. Speakers may speak only once on an issue and may not yield their time to another person.

THE COMMON COURTESY RULE: PLEASE BE BRIEF, RELEVANT, AND ALWAYS CIVIL

Commission meetings can be long. Our Commission works hard to keep meetings moving along in a productive and civil manner. Please plan your remarks so that you can make your point clearly and quickly. Always be courteous and civil.

The Chair may call down speakers (or members of the audience) who violate the Commission's rules of decorum. Here are some "no-no's": personal attacks or threats, booing, heckling, cheering, inappropriate clapping, verbal outbursts, and distracting private conversations during proceedings. Also, signs are okay outside of the meeting room but are not allowed in it.

Commission Meeting Rules of Procedure (available at jeffersoncountyfl.gov) give the Chair control of the meeting, much like a judge controls his courtroom. These same rules also give the Chair a lot of flexibility to use his or her judgment in running an efficient and orderly meeting. So if you think you need help or more time, let the Chair know. If time allows, the Chair will usually grant reasonable requests.

Again, thanks for your interest. We're glad you're here!

NOTE: Except for Common Courtesy rules, slightly different guidelines may apply to public hearings and workshops.

Board of County Commissioners

Agenda Request

Date of Meeting: April 4, 2024

Date Submitted: March 17, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager
Heather Encinosa, County Attorney

Subject: Approval of Interlocal Agreement with Sheriff Concerning
Emergency Management

Statement of Issue:

This agenda item requests Board approval of an Interlocal Agreement with Sheriff Concerning Emergency Management.

Background:

Pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, the legislature authorized local governments to cooperate on the basis of mutual advantage to provide services and facilities to the public through interlocal agreements. Section 252.38, Florida Statutes proclaims that the County, as a political subdivision of the State of Florida, has an innate responsibility to safeguard the life and property of its citizens. The County, pursuant to Section 125.01(1)(p), Florida Statutes, may enter into agreements with other governmental agencies within or outside the boundaries of the county for joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions. Through Interlocal Agreement dated June 3, 2021, the County delegated to the Sheriff normal operations of the County's Division of Emergency Management.

Analysis:

Through annual audit, the County was advised that funds relating to emergency management were not properly budgeted. Amendment to the Interlocal Agreement is necessary to clarify that the County has access to the accounts of the funds related to the operations of the County Division of Emergency Management and ensure that expenditures of the same are made pursuant to the County's Purchasing Ordinance and that contracts are properly approved by the Board of County Commissioners.

Options:

1. Approve Interlocal Agreement with Sheriff Concerning Emergency Management
2. Do Not Approve Interlocal Agreement with Sheriff Concerning Emergency Management
3. Board Direction.

Recommendation:

Option #1

Attachments:

Interlocal Agreement with Sheriff Concerning Emergency Management

**AMENDED AND RESTATED
EMERGENCY MANAGEMENT INTERLOCAL AGREEMENT**

This Emergency Management Interlocal Agreement (hereafter "Agreement"), effective on the date signed by the last party below (hereafter "Effective Date"), is made and entered by and between JEFFERSON COUNTY, a political subdivision of the State of Florida (hereinafter "County") and the SHERIFF OF JEFFERSON COUNTY, FLORIDA, a constitutional officer of the State of Florida (hereinafter "Sheriff"), each constituting a "Public Agency" under Part I of Chapter 163, Florida Statutes, (the "Interlocal Act").

WHEREAS, pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, the legislature authorized local governments to cooperate on the basis of mutual advantage to provide services and facilities to the public through interlocal agreements; and

WHEREAS, Section 252.38, Florida Statutes proclaims that the County, as a political subdivision of the State of Florida, has an innate responsibility to safeguard the life and property of its citizens; and

WHEREAS, the County, pursuant to Section 125.01(1)(p), Florida Statutes, may enter into agreements with other governmental agencies within or outside the boundaries of the county for joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions; and

WHEREAS, the County desires to assign oversight for Emergency Management operations within Jefferson County to the Sheriff; and

WHEREAS, the Sheriff desires to accept oversight of the Emergency Management operations of Jefferson County as set forth herein.

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by County and Sheriff as having been given and received in full, County and Sheriff intend to be legally bound and hereby agree as follows:

SECTION I. ASSIGNMENT OF OVERSIGHT. Upon the Effective Date of this Agreement, the County assigns to the Sheriff, and the Sheriff accepts responsibility for and oversight of the Jefferson County Division of Emergency Management operations within Jefferson County, Florida as provided in Chapter 252, Florida Statutes, and Chapter 31 of the Jefferson County Code of Ordinances. For clarity, defined terms used in this Agreement shall have the same meanings as in Chapter 252, Florida Statutes, and Chapter 31 of the Jefferson County Code of Ordinances.

SECTION II. SCOPE OF OVERSIGHT AND RESPONSIBILITIES OF SHERIFF.

A. The Sheriff will be responsible for the emergency management functions and programs as defined in Chapter 252, Florida Statutes, including but not limited to, preparedness,

response, recovery and mitigation, with full authority to manage these functions during times of normal operation.

B. The Sheriff or designee will be responsible for the coordination, development, maintenance, and implementation of the Jefferson County Comprehensive Emergency Management Plan (the “Jefferson County CEMP”).

C. The Sheriff or designee will be responsible for coordination with the Florida Division of Emergency Management and Federal Emergency Management Agency, including applying for emergency management grant funding and administration and reporting responsibilities for any grants received; provided, that all grant agreements are subject to approval by the County through its Board of County Commissioners (the “BOCC”).

D. The Sheriff or designee shall be responsible for operation of the Jefferson County Emergency Operations Center (the “EOC”) and working with the County to ensure County maintenance of the EOC facilities.

E. Except for those responsibilities reserved to the County, the Sheriff or designee will be responsible for all other emergency management responsibilities, as set forth in Chapter 31 of the Jefferson County Code of Ordinances, as it may be amended, and including those duties provided below:

1. Reduction of vulnerability of people and communities of this state to damage, injury, and loss of life and property resulting from natural, technological or manmade emergencies, catastrophes or hostile military or paramilitary action.

2. Preparation for prompt and efficient response and recovery to protect lives and property affected by emergencies, rescue, care and treatment of persons victimized or threatened by disaster.

3. Response to emergencies using all systems, plans and resources necessary to preserve adequately the health, safety and welfare of persons or property affected by the emergency.

4. Recovery from emergencies by providing for the rapid and orderly start of restoration and rehabilitation of persons and property affected by emergencies.

5. Provision of an emergency management system embodying all aspects of pre-emergency preparedness and post-emergency response, recovery, and mitigation.

6. Assistance in anticipation, recognition, appraisal, prevention, and mitigation of emergencies which may be caused or aggravated by inadequate planning for, and regulation of, public and private facilities and land use.

F. All funds budgeted for the operation of the Jefferson County Division of Emergency Management shall be held in accounts accessible to and controlled by the County such that said accounts are subject to all audit requirements required by law, including, but not limited to, annual financial audit as set forth in Section 218,39, Florida Statutes.

G. All budget, purchasing, and expenditure activity of the Jefferson County Division of Emergency Management shall be subject to the policies and procedures of the County, including but not limited to Chapter 2, Article I of the Jefferson County Code of Ordinances entitled "Purchasing."

H. During the term of this Agreement, all contracts, agreements, memoranda of understanding, mutual aid agreements, and other legally binding documents concerning equipment, training, services, and assets relating to emergency management functions and programs, as funded by the County, will be reviewed and negotiated by the Sheriff, Director of the Jefferson County Division of Emergency Management, or designee pursuant to the purchasing policies of the County and approved by the BOCC.

I. The Sheriff or designee will be responsible for presenting to the BOCC an annual budget for the Jefferson County Division of Emergency Management, including a capital improvement plan for emergency management activities, facilities, and equipment, no later than June 1 of each year.

J. The Sheriff or designee will be responsible for providing the County with any records of the Jefferson County Division of Emergency Management upon request.

K. The Sheriff or designee shall perform such other emergency management related functions as agreed to by the County and Sheriff.

SECTION III. RESPONSIBILITIES OF COUNTY.

A. During activation of the EOC, including pre-activation and post-activation, the County will fulfill its responsibilities pertaining to emergency support functions as set forth in Chapter 31 of the Jefferson County Code of Ordinances as amended. During activation of the EOC or an Emergency or declared Disaster under Chapter 252, Florida Statutes, including pre-activation and post-activation activities, the Sheriff shall work collaboratively with the County Manager. During such times, the County Manager shall direct the activities of the employees of the County and the County Departments.

B. The County will be responsible for working collaboratively with the Sheriff or designee in the coordination, development, and maintenance Jefferson County CEMP, which will be subject to approval of the BOCC.

C. The County will be responsible for working collaboratively with the Sheriff or designee in the development, processing, and approval, as appropriate, of emergency management budgets, purchases, necessary contracts and agreements, and expenditures.

D. The County will be responsible for all other emergency management responsibilities, as set forth in Chapter 31 of the Jefferson County Code of Ordinances, as it may be amended, and including those responsibilities provided below:

1. To appropriate and expend funds; make contracts; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victims of any emergency; and work cooperatively with the Sheriff to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies.

2. Except as provided in Section IV of this Agreement, to appoint, employ, remove, or provide, with or without compensation, coordinators, rescue teams, fire and police personnel, and other emergency management workers.

3. To establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

4. To assign and make available for duty the offices and agencies of the County, as necessary, including the employees, property, or equipment thereof relating to firefighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for emergency operation purposes, as the primary emergency management forces of the County for employment within or outside the political limits of the subdivision.

5. To work cooperatively with the Sheriff to request state assistance or invoke emergency-related mutual-aid assistance by declaring a state of local emergency; and during Emergencies, as necessary, to waive the procedures and formalities otherwise required of the County by law pertaining to contracting, expenditures, hiring, and other necessary and prudent emergency functions.

SECTION IV. SHERIFF EMPLOYEES ASSIGNED TO JEFFERSON COUNTY DIVISION OF EMERGENCY MANAGEMENT.

A. Staff Employment. The Sheriff shall recruit and employ a Director of Emergency Management ("Director"), who shall be subject to appointment by the BOCC, and such other emergency management employees as are necessary and appropriate. The current Director shall continue to serve in this role until their employment ceases in accordance with established policies and procedures. The Director and other employees assigned to Jefferson County Division of Emergency Management will be employees of the Sheriff, and all matters related to employment, including but not limited to, hiring, termination, promotion, demotion and disciplinary action will be governed by policies and procedures of the Sheriff.

B. Approval of Director Job Description. The job description of the Director, as provided and revised from time to time by the Sheriff, is required to be reviewed and approved by the County through its BOCC, pursuant to Chapter 252, Florida Statutes. The County hereby approves the current job description of the Director of the Emergency Management attached hereto as Exhibit "A." Upon any revision or modification of the job description of the Director by the Sheriff, the Sheriff will submit the revised or modified job description to the County within 30

days. The County shall review, consider, and either approve or disapprove the revised or modified job description at a meeting of its BOCC.

C. Recommendation and Appointment of Director. The Sheriff is responsible for selection of the individual to be recommended to County for appointment by the County to the position of Director of the Jefferson County Division of Emergency Management. The BOCC is responsible for the formal appointment of the Director after giving due consideration to the Sheriff's recommendation.

SECTION V. DIVISION ASSETS. Any assets of the Jefferson County Division of Emergency Management purchased with County funds or grant funds award to the Jefferson County Division of Emergency Management through the County, including but not limited to, emergency related equipment, vehicles, furniture, telephones, electronics, computer equipment, office materials and office supplies will remain the property of the County, insured by the County, and maintained in the County's asset management system.

SECTION VI. COUNTY PARTICIPATION IN PREPAREDNESS AND RESPONSE TRAINING. Upon reasonable request from the Director and approval of the County Manager, the County, including all of its units, subdivisions, and departments, shall require its personnel to be available to participate in emergency management meetings, training and exercises as needed to maintain effective preparedness and response.

SECTION VII. COUNTY EMPLOYEE ACCESS TO OFFICE OF DIVISION OF EMERGENCY MANAGEMENT. The Office of the Jefferson County Division of Emergency Management located at 169 Industrial Park Drive, Monticello, FL will remain open and accessible to officers, agents, and employees of the County and the Sheriff.

SECTION VIII. NOTICES. All notices, requests, demands or other communications hereunder will be in writing and will be deemed to be properly given if hand-delivered, mailed by certified or registered U.S. Mail, or delivered by a generally accepted overnight courier service, such as Federal Express or United Parcel Service. Notices will be addressed as follows:

- To the Sheriff: Alfred "Mac" McNeill
Sheriff
171 Industrial Park Drive
Monticello, FL 32344

- To the County: Shannon Metty
County Manager
455 W. Walnut St.
Monticello, FL 32344

- with copy to: Heather J. Encinosa, Esq.
County Attorney
1500 Mahan Drive, Suite 200

Either party may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent. Any notice will be deemed given on the date such notice is delivered by hand or three days after the date mailed, if mailed to the proper address.

SECTION IX. TERMINATION. This Agreement may be terminated by either party upon ninety (90) days' written notice to the other party. Upon termination of this Agreement, the Sheriff shall return to the County the emergency management assets and remaining budget. Notice shall be delivered by certified mail (return receipt requested) to the addresses of the parties stated in Section IX. of this Agreement.

SECTION X. GENERAL PROVISIONS.

A. If either party materially fails or defaults in keeping, performing, or abiding by the terms and provisions of this Agreement, then the non-defaulting party will give written notice to the defaulting party specifying the nature of the default. If the defaulting party does not cure the default within forty-five (45) days after the date of the written notice, then this Agreement, at the option of the non-defaulting party, may terminate. This paragraph is not intended to replace any other legal or equitable remedies available to the non-defaulting party under Florida law but is in addition thereto.

B. No amendment, supplement, modification, or waiver of this Agreement will be binding upon either party unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provisions of this Agreement, whether or not similar, unless otherwise expressly provided.

C. If any part of this Interlocal Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be implemented.

D. This Interlocal Agreement will be governed by, construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any action or proceeding to construe or enforce the provisions of this Interlocal Agreement will be in the Circuit Court in and for Jefferson County, Florida.

E. Each party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in Section 768.28, Florida Statutes.

F. This Interlocal Agreement may be executed in counterparts, each of which will constitute an original and all of which will be deemed but one and the same instrument.


G. This Interlocal Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, discussions, or representations, either oral or written, between the parties and made with respect to the matters contained herein, and there are no warranties, representations, or other agreements among the parties in connection with the subject matter hereof, except as set forth herein.

H. A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Jefferson County, Florida, as required by the Interlocal Act.

IN WITNESS WHEREOF, the County and the Sheriff have been duly authorized to enter into this Interlocal Agreement which their proper officers have caused to be executed and their seals to be affixed hereunder on the dates indicated below, the latter of which dates shall be the Effective Date.

SHERIFF OF JEFFERSON COUNTY

JEFFERSON COUNTY, FLORIDA



Alfred "Mac" McNeill
Sheriff

J.T. Surles
Chairman

Date: 3/14/24

Date: _____

ATTEST:

Jason Welty
Ex Officio Clerk to the Board

APPROVED AS TO FORM:

Heather J. Encinosa, Esq.
County Attorney

Exhibit “A”
Jefferson County Division of Emergency Management Director Job Description



EMERGENCY MANAGEMENT DIRECTOR Position Description #0000004618

EXPERIENCE:

Graduation from an accredited college or university with an associates degree or two years of direct considerable administrative experience in organization, or in the military, Emergency Management agency, Civil Defense, or other government agency which included some supervisory responsibilities, in compliance with Section 112.219, Florida Statutes.

QUALIFICATIONS:

Successful candidates must satisfy the training or certification requirements set forth in Chapter 252, Florida Statutes, by the date set forth therein.

CHARACTERISTICS:

Communicates effectively with others in writing as indicated by the needs of the audience.

Must work with others to accomplish goals and tasks.

Manage one’s own time and the time of others.

Talk to others to effectively convey information.

Know how to find information and identify essential information.

Assess and monitor how well one is doing when learning or doing an assigned task.

Listen to what other people are saying and asking questions as appropriate.

TASK:

Obtain and see to the appropriate use of equipment, materials, facilities needed to perform certain tasks.

Be knowledgeable of administrative and clerical procedures and systems as relates to the County as emergency management agency and the Sheriff’s Office.

Be knowledgeable of principles and processes involved in emergency management, business and organizational planning, coordination, and execution of all duties relative to this position. This include and not be limited to strategic planning, resource allocation, manpower modeling, leadership techniques and production techniques.

Be knowledgeable of computer software and various other applications as required to perform the duties and responsibilities of the position.



**169 Industrial Park
Monticello, FL 32344**



850-342-0211



Mac.mcneill@jcso-fl.org



**[Emergency Management
– Jefferson County
Sheriff’s Office \(jcso-
fl.org\)](#)**

Exhibit “A”

Jefferson County Division of Emergency Management Director Job Description

PHYSICAL REQUIREMENTS:

Position may require continuous standing, walking or difficult working positions/conditions. Must be able to work with average size or heavy weight material and supplies. Requires fast manipulative skill and frequent use of machines and equipment. Employee will work indoors as well as in the field. Minimal lifting and some manual labor may be required. Travel is necessary both within Jefferson County as well as required by occasional training activities outside the County.

Emergency Management Director of Jefferson County is an administrative and executive support position that is an employee of Jefferson County Sheriff’s Office. During time of Local State of Emergency as declared within its territorial limits, the Director advises elected and appointed officials during a response.

- Conducting response operations in accordance with the NIMS;
- Coordinating the functions of local agencies;
- Coordinating the development of plans, and working cooperatively with other local agencies, community organizations, private sector businesses, and NGOs;
- Developing and maintaining mutual aid and assistance agreements;
- Coordinating resource requests during an incident through the management of an emergency operations center;
- Coordinating damage assessments during an incident;
- Advising and informing local officials and the public about emergency management activities during an incident to facilitate response operations such as sheltering, avoiding, evacuating, and resupply of food and water;
- Developing and executing accessible public awareness and education programs;
- Conducting exercises to rehearse response activities; test personnel, plans and systems; and identify areas for improvement;
- Coordinating integration of individuals with disabilities, individuals from racially and ethnically diverse backgrounds, and others with access and functional needs into emergency planning and response; and
- Helping to ensure the continuation of essential services and functions through the development and implementation of continuity of operations plans.

The Sheriff’s Office is responsible for maintaining the peace, protection and safety of the citizens of Jefferson County, Florida. The Sheriff’s Office is the conservator of peace within the county directed to suppress tumults, riots, and unlawful assemblies within the county with force and a strong hand when necessary. The Sheriff’s Office is authorized to raise the power of the county and command any person to assist. The Sheriff’s Office is authorized, without warrant, to apprehend any person disturbing the peace. The Sheriff is the Executive Officer of the various courts, which requires him or her to attend all terms of Circuit and County courts and execute all process of the Supreme Court, Circuit Courts, County Courts, and Boards of County commissioners of the State to be executed in their county. In addition, the Sheriff and his office are required to perform such other duties as may be imposed by according the Florida Statutes. This Emergency Management Director position is responsible directly to the Sheriff for managing certain activities as required including scheduling meetings, grant writing and management, purchasing, document management, proof reading materials for official publication, and other support responsibilities. It is a specialized position that performs technical and professional work.

This individual is responsible for planning and operations work in coordination and promoting a county-wide comprehensive program for emergency management and for organizing emergency plans for various phases of the program.

This Position requires extensive use of Microsoft Word, Excel, Power Point and other software applications. Expertise in required in managing calendars and individual must present themselves professionally at all times. Excellent grammatical skills are required.

EXAMPLES OF EMERGENCY MANAGEMENT DIRECTOR JOB CHARACTERISTICS:

PERFORMING ADMINISTRATIVE DUTIES:

Approves requests, handles paperwork, and performs day- to day administrative tasks as assigned by the Sheriff. This includes implementing, administering and coordinating the activities of department and agencies in the development of emergency activities in the event of a disaster.

COMMUNICATING WITH OTHER WORKERS:

Exhibit “A”
Jefferson County Division of Emergency Management Director Job Description

Providing information to supervisors, fellow workers, and subordinates. This information can be exchanged face-to face, in writing, telephone, or email.

RESEACH AND ANALYZING INFORMATION:

Conducts research and assists in data analysis and preparation, especially in regards to specific emergency situations and disaster management details.

PROCESSING INFORMATION:

Compiling, coding, categorizing, calculating, tabulating, auditing, verifying, or processing information or data as may be required with emergency management program.

MONITORING AND CONTROLLING RESOURCES:

Monitoring and controlling resources and overseeing the spending of money especially in relationship to specific grants and their management. This is especially important as it directly relates to specific emergency and/or disaster situations.

COORDINATING WORK AND ACTIVITIES OF OTHERS:

Coordinates members of a work group to accomplish tasks as required by the Sheriff.

INTERPRETING MEANING OF IMFORMATION TO OTHERS:

Translate or explain what information means and how it can be used to support responses or feedback to others.

MAKING DECISIONS AND SOLVING PROBLEMS:

Combining, evaluating, and reasoning with information and data to make decisions and solve problems. These processes involve making decisions about the relative importance of information and choosing the best solution. This is especially important in relation to emergency operational and mobilization plans.

ESTABLISHING AND MAINTAINING RELATIONSHIPS:

Develop constructive and cooperative working relationships with others.

EXAMPLES OF KNOWLEDGE, SKILLS AND ABILITIES:

An individual in this position must use highly developed supervisory, organization, and analytical skills, Position also requires attention to detail and adherence to financial guidelines.

Individual must have extensive knowledge of Federal, State and local laws and regulations relative to organizing and maintaining an Emergency Management Agency.

Individual must have extensive knowledge of the technical, tactical and educational techniques involved in the planning, developing and the effective utilization of an integrated emergency management system.

Position requires knowledge of public relations, principles, and practices.

Develops operational procedures and ensures that needed personnel and equipment are obtained and effectively used within the budget.

Develops, updates, and performs periodic testing of plans that will minimize the effects of man-made, technological, or natural disasters within the County.

Develops and improves plans to affect the recovery in the post disaster period. Administers programs and renders support to the State and Federal government in their survival and recovery efforts. Establishes and provides for the continuity of County government and in a disaster situation.

Assist in the coordination of all County, Municipal and private agencies during time of major disaster.

Exhibit “A”
Jefferson County Division of Emergency Management Director Job Description

Represents the County in matters pertaining to hazardous material. To include planning, response, and technical assistance as required by Federal, State and Local Regulations.

Maintains a high level of knowledge and ability through continuing education courses, seminars, and conferences dealing with the response and control of emergency situations.

Directs special assignments pertaining to emergencies as assigned by the Sheriff or Board of County Commissioners. Performs related work as requested.

Knowledge of history, geography, military systems and general government is a necessity.

Needs the ability to develop and maintain interest and support for the program by officials, civic groups and the general public.

Individual must possess significant latitude for decision making. This position requires a high degree of accuracy and control of details.

Frequent contact with citizens is required. Contact must be maintained with Federal, State and local officials as well as educating the public and acting as liaison with County Commissions, fire departments, EMS and other service personnel as needed.

Employee will work indoors as well as in the field. Minimal lifting and some manual labor may be required. Travel is necessary both within Jefferson County as well as required by occasional training activities outside the County.

Individual must be able to understand written sentences and paragraphs in work related document.

Board of County Commissioners

Agenda Request

Date of Meeting: April 4, 2024

Date Submitted: March 27, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager
Evan Rosenthal, Deputy County Attorney

Subject: Resolution Appointing New Member to Planning Commission Representing District 4

Statement of Issue: This agenda item requests Board approval of resolution appointing Claude Strum to the Planning Commission.

Background: Section 8.3.3 of the LDC provides for the Planning Commission to consist of ten (10) members who shall be residents of Jefferson County, Florida, appointed by the Board of County Commissioners. Pursuant to Section 8.3.3 of the LDC, each member of the shall designate two members from their respective District to the Jefferson County Planning Commission.

Roy Faglie (District 4) recently resigned from the Planning Commission. At its March 21, 2024 meeting, Commissioner Hosford notified the Board of his desire to appoint Claude Strum to the Planning Commission to replace Mr. Faglie as the second District 4 member.

Analysis:

The attached resolution appoints Claude Strum to the Planning Commission and ratifies the Planning Commission membership as follows:

Name	Position
Jacqueline Seabrooks	District 1 Member
Bud Wheeler	District 1 Member
Kimberly Odom	District 2 Member
Althera Johnson	District 2 Member
Byron Arceneaux	District 3 Member
Michael Schwier	District 3 Member
Claude Strum	District 4 Member
Jessica Lane	District 4 Member
Thomas (Bobo) Chancy	District 5 Member
John Floyd Walker	District 5 Member

Resolution Appointing New Member to Planning Commission Representing District 4

March 27, 2024

Page 2

Options:

1. Approve Resolution Appointing New Member to Planning Commission Representing District 4 and Ratifying Current Membership of Planning Commission.
2. Do Not Approve Resolution Appointing New Member to Planning Commission Representing District 4 and Ratifying Current Membership of Planning Commission.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Resolution

RESOLUTION NO. 2024-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, APPOINTING A NEW MEMBER TO THE JEFFERSON COUNTY PLANNING COMMISSION FOR DISTRICT 4; RATIFYING THE CURRENT MEMBERSHIP OF THE PLANNING COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 8.3.1 of the Jefferson County Land Development Code (LDC), the Jefferson County Planning Commission is responsible for planning for future development, preparing and recommending Board of County Commissioner adoption of Comprehensive Plans to guide future development, and recommending the needs and plans for subdivision regulations, land use regulations, and such other areas to the Board of County Commissioners in order to safeguard the life, health, property, and public welfare of the citizens of the County; and

WHEREAS, Section 8.3.3 of the LDC provides for the Planning Commission to consist of ten (10) members who shall be residents of Jefferson County, Florida, appointed by the Board of County Commissioners; and

WHEREAS, pursuant to Section 8.3.3 of the LDC, each member of the Board of County Commissioners of Jefferson County (“Board”) shall designate two members from their respective District to the Jefferson County Planning Commission; and

WHEREAS, one of the members of the Planning Commission representing District 4 recently resigned from the Planning Commission and the County Commissioner for District 4 wishes to appoint a replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, THAT:

SECTION 1. APPOINTMENT OF CLAUDE STURM TO PLANNING COMMISSION. Claude Sturm is hereby appointed to the Planning Commission as a representative of District 4.

SECTION 2. RATIFICATION OF PLANNING COMMISSION MEMBERS. The membership of the Planning Commission is hereby ratified as follows:

Name	Position
Jacqueline Seabrooks	District 1 Member
Bud Wheeler	District 1 Member
Kimberly Odom	District 2 Member
Althera Johnson	District 2 Member
Byron Arceneaux	District 3 Member

Michael Schwier
Claude Strum
Jessica Lane
Thomas (Bobo) Chancy
John Floyd Walker

District 3 Member
District 4 Member
District 4 Member
District 5 Member
District 5 Member

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND DULY ADOPTED at the meeting of the Board of County Commissioners of Jefferson County, Florida on the ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

Chris Tuten, Chairman

ATTEST:

Jason Welty
Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather J. Encinosa, Esq.
County Attorney

Board of County Commissioners

Agenda Request

Date of Meeting: April 4, 2024

Date Submitted: March 25, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager
Heather Encinosa, County Attorney

Subject: Board Approval of an Agreement between Jefferson County and Office of the Medical Examiner, District Two, Resolution Authorizing and Establishing A Master Fee Schedule for Services Rendered by the Office of the Medical Examiner, District Two, and Termination of the Current Medical Examiner Agreement with Dr. Thogmartin

Statement of Issue:

This agenda item requests Board approval of an Agreement between Jefferson County and Office of the Medical Examiner, District Two, and an associated Resolution Authorizing and Establishing A Master Fee Schedule for Services Rendered by the Office of the Medical Examiner, District Two, and approval to terminate the current Agreement with Dr. Thogmartin.

Background:

In 2022, the Board approved an Agreement with Dr. Jon R. Thogmartin, to serve as substitute Medical Examiner for the Office of the Medical Examiner, District Two, and adopted a Resolution establishing a master fee schedule for service rendered by the Office of the Medical Examiner, District Two in Jefferson County. Dr. Jon R. Thogmartin, is stepping down, and the Medical Examiner Selection Committee has voted to retain Dr. Thomas M. Coyne to serve as substitute Medical Examiner until such time as Governor DeSantis can formally appoint Dr. Coyne as the Medical Examiner for the Office of the Medical Examiner, District Two.

Analysis:

Each county served by the Office of the Medical Examiner, District Two, must terminate their agreements with Dr. Thogmartin and contract with Dr. Coyne to serve as Medical Examiner. The agreement with Dr. Thogmartin can terminate April 30, 2024, and the agreement with Dr. Coyne shall begin May 1, 2024. The proposed Agreement shall be for a period of one (1) year, commencing on May 1, 2024 and may be extended automatically for additional one (1) year renewal periods. The associated Resolution authorizes the Medical Examiner to continue to provide Medical Examiner services and establishes related fees.

Request Board Approval of Agreement between Jefferson County and Office of the Medical Examiner, District Two, Resolution Authorizing and Establishing A Master Fee Schedule for Services Rendered by the Office of the Medical Examiner, District Two, and Termination of the Current Medical Examiner Agreement with Dr. Thogmartin

April 4, 2024

Page 2

Options:

1. Approve Agreement between Jefferson County and Office of the Medical Examiner, District Two, Resolution Authorizing and Establishing A Master Fee Schedule for Services Rendered by the Office of the Medical Examiner, District Two, and Termination of the Current Agreement with Dr. Thogmartin on April 30, 2024.
2. Do Not Approve Agreement between Jefferson County and Office of the Medical Examiner, District Two, Resolution Authorizing and Establishing A Master Fee Schedule for Services Rendered by the Office of the Medical Examiner, District Two, and Termination of the Current Agreement with Dr. Thogmartin on April 30, 2024.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Agreement between Jefferson County and Office of the Medical Examiner, District Two
2. Resolution Authorizing and Establishing A Master Fee Schedule for Services Rendered by the Office of the Medical Examiner, District Two

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AUTHORIZING AND ESTABLISHING A MASTER FEE SCHEDULE FOR SERVICES RENDERED BY THE OFFICE OF THE MEDICAL EXAMINER, DISTRICT TWO; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 1 of the Florida Constitution, Chapter 125, Florida Statutes, Jefferson County (County) is authorized to protect the public health, safety, and welfare of its residents and has the power and authority to enact regulations for valid government purposes that are not inconsistent with general or special law approved by the County’s electors; and

WHEREAS, pursuant to Section 406.11(1), Florida Statutes, the Medical Examiner is required to determine the cause of death and make or perform such examinations, investigations, and autopsies as he or she deems necessary or as requested by the state attorney when a body is to be cremated, dissected, or buried at sea; and

WHEREAS, pursuant to Section 406.08, Florida Statutes, the Board of County Commissioners is required to compensate the Medical Examiner such reasonable fees as may be established by the Board; and

WHEREAS, establishing a cremation authorization fee and other fees will serve to offset Medical Examiner expenses and reduce the County’s annual budget allocation to maintain such services; and

WHEREAS, the Board has reviewed the annual budget submitted by the Office of the Medical Examiner, District 2, and finds that the budget is reasonable; and

WHEREAS, the Board finds that it is in the best interests of the citizens of Jefferson County to establish a cremation authorization fee for services rendered by the Office of the Medical Examiner, District 2.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, THAT:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are true, correct, and are hereby incorporated and made part hereof as if fully set forth herein.

SECTION 2. ESTABLISHMENT. The Board of County Commissioners hereby approves the attached fee schedule entitled “Office of the Medical Examiner, District 2, Master Fee Schedule” for services rendered by the Office of the Medical Examiner, District 2. This Master Fee Schedule shall supersede any prior schedule adopted by this Board.

SECTION 3. UNCLAIMED REMAINS. The cremation authorization fee established in the Medical Examiner Master Fee Schedule shall not be established, charged, or collected for any human body or remains which are unclaimed and cremated as a public expense pursuant to Chapter 406, Florida Statutes.

SECTION 4. SEVERABILITY. If any phrase or portion or part of this Resolution is found to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND DULY ADOPTED at the meeting of the Board of County Commissioners of Jefferson County, Florida on the ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

J.T. Surles, Chair

ATTEST:

Jason Welty
Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather J. Encinosa, Esq.
County Attorney

OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2
MASTER FEE SCHEDULE

Autopsy	
Autopsy fee	\$2450
Use of Morgue Facilities	\$850
M.E. Cases (w/o autopsy)	
External Examination	\$930
Use of Morgue Facilities	\$850
Limited Investigation (Death Certificate only)	\$215
Limited Investigation (e.g. bone ID)	\$100
Cremation Authorizations	
Billed and collected by M.E.	\$50
Billed to county	\$30
Potential Additional Charges:	
Toxicology handling fee-Per Case	\$35
Body transport invoice handling fee	\$40
X-Rays (per view)	\$55
Laboratory and outside services	At Cost
Tissue Recovery Fees	
Use of Morgue Facilities-Cornea	\$100
Use of Morgue Facilities-Tissue	\$500
Afterhours access Tissue/Cornea (to M.E.)	\$100
Testimony/Expert Witness Fees	
Criminal Per Hour (minimum one hour)	\$241
Civil Cases Per Hour (minimum one hour)	\$500
Private autopsy	
Autopsy fee	\$2295
Use of morgue facilities	\$850
Record review fee	\$500

AGREEMENT BETWEEN JEFFERSON COUNTY
AND OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2

THIS AGREEMENT entered by and between Jefferson County, a political subdivision of the State of Florida (hereinafter referred to as the "County") and Thomas M. Coyne, M.D., P.A., a Florida Profit Corporation, and Office of the Medical Examiner, District 2, a Florida independent statutory entity pursuant to Chapter 406, Florida Statutes (hereinafter Thomas M. Coyne, M.D., P.A., and Office of the Medical Examiner, District 2, collectively referred to as the "Contractor") effective as of May 1, 2024 (the "effective date"). County and Contractor may also be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Chapter 406, Florida Statutes, commonly known as the "Medical Examiners Act", establishes regulations pertaining to the appointment, duties, and discipline of Medical Examiners for the State of Florida, and the purpose of the Medical Examiner is to investigate thoroughly and professionally the cause, manner, circumstance, and mechanism of death in those cases defined under Chapter 406, Florida Statutes, and according to recommendations set forth in Rule Chapter 11G, Florida Administrative Procedures Act; and

WHEREAS, there are established various medical examiner districts throughout the state of Florida, including the Office of the Medical Examiner, District 2, which currently serves Franklin, Gadsden, Jefferson, Lafayette, Leon, Liberty, Madison, Suwanee, Taylor, and Wakulla Counties; and

WHEREAS, the Governor appoints a Medical Examiner to each District Office of the Medical Examiner in the state of Florida, and Section 406.15, Florida Statutes, provides that, in the absence of the appointed Medical Examiner, the State Attorney may appoint a competent physician to act in the stead of the Medical Examiner for that District; and

WHEREAS, pursuant to Section 406.15, Florida Statutes, the State Attorney will appoint Thomas M. Coyne, M.D., P.A., to act as the Medical Examiner in and for the Office of the Medical Examiner, District 2; and

WHEREAS, Medical Examiners and Associate Medical Examiners are public officers for the purposes of Section 112.313, Florida Statutes, subject to the standards of conduct prescribed thereunder, and are entitled to compensation and such reasonable salary and fees as are established by the boards of county commissioners in the counties they serve; and

NOW, THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties hereto, intending to be legally bound hereby, acknowledge, agree as follows.

AGREEMENT BETWEEN JEFFERSON COUNTY
AND OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2

1. SERVICES TO BE PROVIDED

- a. Contractor will be responsible for the provision and performance of services in accordance with Chapter 406, Florida Statutes and Rule Chapter 11G, Florida Administrative Procedures Act, as it may be amended or renumbered from time to time, and the standards promulgated by the Florida Medical Examiner's Commission, for the Medical Examiner's District and covered counties.
- b. Contractor will meet the following standards of accountability:
 - i. Use of an accounting system which meets generally accepted accounting principles (GAAP).
 - ii. The maintenance of such records and accounts as are necessary to properly account for County funds disbursed pursuant to Section 406.08, Florida Statutes. Contractor shall make such records and accounts open to inspection of the County for the purposes of audit as defined in Section 11.45, Florida Statutes.
 - iii. The Contractor shall notify County in a timely manner if sufficient staff, facilities, and equipment necessary to deliver the agreed-upon services cannot be maintained. Failure to notify County of any deficiencies or to adequately provide the services described herein may be considered a breach of the Agreement and a ground for termination under Section 13 of this Agreement.
 - iv. Funds received from the County shall only be used for the provision of medical examiner services.
- c. Contractor will submit to the County by April 1 of each year an annual budget covering the fiscal year beginning October 1 and concluding September 30, including the total annual cost for provision of medical examiner services for the counties that the Contractor serves for the coming fiscal year and the estimated workload and costs for the County for the coming year. The annual budget shall include the following detailed line items: (1) expenses including salaries, benefits, supplies, insurance, outside laboratory/consultant services; and (2) revenues derived from all sources related to provision of medical examiner services.
- d. Contractor will submit to the County by April 1 of each year the proposed Master Fee Schedule, which shall include the fees to be charged for any and all medical examiner services that may be provided in the upcoming fiscal year, as supported by the annual budget. The fees for any services Contractor renders in any private practice as set forth in Section 2 of this Agreement shall not be included in the Master Fee Schedule. Contractor

AGREEMENT BETWEEN JEFFERSON COUNTY
AND OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2

will include with its submission all documentation supporting the rates included in the Master Fee Schedule.

- e. Contractor shall submit invoices for medical examiner services with supporting documentation to the County on a biweekly basis.
 - i. Contractor shall submit invoices and supporting documentation to the County Coordinator. Invoices shall include the Medical Examiner cases, services performed for each decedent, Cremation Authorizations, receipts for expenses, and body transport documentation from County providers, and must be in a form satisfactory to the County Coordinator or designee.
 - ii. Contractor may supply electronic invoices in lieu of paper-based invoices utilizing the mechanism developed by the County, which may include e-mail or other medium of delivery.
 - iii. If the County Coordinator or designee requires further documentation to support an invoice, the Contractor will be promptly notified of the deficiencies and request further information.
- f. Contractor will obtain professional liability insurance as set forth in Section 7 of this Agreement and adhere to the requirements of Section 112.313, Florida Statutes, and 11G-1.002, Florida Administrative Code.
- g. Contractor will maintain throughout the term(s) of this Agreement, all such licenses, authorizations, and permits as are required to do business in the State of Florida and in the counties that the Contractor serves, including, but not limited to licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing all services provided and performed by the Contractor for the counties. The Medical Examiner warrants that he/she is a practicing physician in pathology as required by Chapter 406, Florida Statutes, and holds the required licensure to perform the duties of the Medical Examiner.
- h. The Contractor may appoint as many qualified physicians as Associate Medical Examiners as may be necessary to provide service at all times and all places within District 2 as determined by and based on the Medical Examiner's professional judgment and expertise. The Medical Examiner will hire, discipline, dismiss, and have complete supervision and control over his or her own agents, employees, and subcontractors. Associate Medical Examiners will not be in privity of contract with the counties of District 2.

AGREEMENT BETWEEN JEFFERSON COUNTY
AND OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2

2. PRIVATE PRACTICE

Contractor may engage in the private practice of medicine pursuant to Section 406.04(4), Florida Statutes, as it may be amended from time to time, insofar as such practice does not interfere in any way with those official duties performed as the Medical Examiner.

3. COUNTY DUTIES

- a. To comply and act in accordance with all provisions of Chapter 406, Florida Statutes, and implementing rules of Medical Examiner Commission, where applicable.
- b. To fund, pursuant to this agreement, the fees, salaries, and expenses of Contractor, in accordance with this Agreement and the requirements of Sections 406.06 and 406.08, Florida Statutes.
- c. Each year, the County will review the Contractor's annual budget and proposed Master Fee Schedule submitted on or before April 1 and make a determination as to the amount of its budget for medical examiner services during its regular budgetary process. Determination of the annual budget shall effectively operate as determination that the salary and fees of the Contractor are reasonable as set forth in Section 406.03, Florida Statutes.
- d. Should the proposed Master Fee Schedule include any changes from the prior Fiscal Year, upon finding that the proposed Master Fee Schedule is reasonable and supported by the annual budget and other supporting documentation, the County board of county commissioners will adopt the Master Fee Schedule by Resolution. The Resolution adopting the Master Fee Schedule will authorize Contractor to charge cremation providers the Cremation Authorization Fee as set forth in the Master Fee Schedule.
- e. To help Contractor maintain compliance with Leon County Policy No. 98-25, the County will not allow any decedents for which County is responsible that are the subject of medical examiner services and that remain unclaimed to remain in the Leon County morgue for longer than ten (10) business days after the Contractor completes its examination .

4. TERM

The term of this Agreement shall be for a period of one (1) year, commencing on the effective date. After the initial one (1) year period, at the discretion of the County, this Agreement may be extended for additional one (1) year renewal periods. Such one (1) year renewal periods will be automatic unless the County

AGREEMENT BETWEEN JEFFERSON COUNTY
AND OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2

provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then-current period.

5. PAYMENTS

The County will make such payments within forty-five (45) days of submission and approval of invoice for services.

6. STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor, and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of County. The Contractor shall have complete supervision and control over his own agents, employees, and subcontractors. Under no circumstances shall Contractor or any of Contractor's employees look to the County as its employer, or as partner, agent, or principal. Neither the Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

7. INSURANCE

Contractor shall ensure that, for the duration of this Agreement, insurance is in place which will protect against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Contractor, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this Agreement, in the minimum coverage and amounts, and subject to the terms and conditions, as follows:

- a. Contractor shall ensure that an insurance policy is in place to provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than \$1,000,000 per occurrence and a \$3,000,000 annual aggregate. Such insurance policy shall include County as an additional insured as provided hereinbelow.
- b. Contractor shall ensure that, in accordance with Section 406.16, Florida Statutes, the Medical Examiner and Associate Medical Examiners obtain insurance policies to provide professional liability insurance, including errors and omissions, for all medical examiner services provided by the Contractor, with minimum limits of \$1,000,000 per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term

AGREEMENT BETWEEN JEFFERSON COUNTY
AND OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2

of this Agreement. Proof of "tail coverage" must be submitted with the invoice for final payment of medical examiner services provided under this Agreement.

- d. Any deductibles or self-insured retentions applicable to any of the insurance policies required under this Section 7 above shall be declared to and approved by County.
- e. County is to be named and covered as additional insured in all insurance policies required under this Section 7, other than workers' compensation policies.
- f. With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Contractor, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, the insurance coverages provided pursuant to this Section 7 shall be primary insurance with respect to County, its officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of such insurance coverages and shall not contribute with it. In such instances when such insurance coverages are primary, Contractor hereby waives all rights of subrogation against County with respect to losses payable under such insurance coverages.
- g. Contractor shall furnish County with certificates of insurance and with any original endorsements evidencing the coverages described herein for any insurance policies carried by Contractor.

8. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to Contractor hereunder without the previous written consent of the County.

9. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees from all claims, losses, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents, or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the

AGREEMENT BETWEEN JEFFERSON COUNTY
AND OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2

Contractor is sufficient consideration for the Contractor's indemnification of the County. Pursuant to Section 406.16, Florida Statutes, as may be amended from time to time, County shall not be liable for any acts of Contractor which are not within the scope of the official duties of the Office of the Medical Examiner, District 2.

County agrees to indemnify and hold harmless the Contractor from all claims, damages; liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the County, its delegates, agents or employees, or due to any act or occurrence of omission or commission of County or, its delegates, agents, or employees, including but not limited to costs and a reasonable attorney's fee. The parties further agree that nothing herein is intended to be and shall not be construed as a waiver of the County's right and immunities under Section 768.28, Florida Statutes, or any other law as amended.

10. TERMINATION

Either party may terminate this Agreement without cause, by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the "County" may immediately terminate the Agreement by giving a notice of termination to the Contractor in writing, delivered by certified mail, or in person, to the address of the Office of the Medical Examiner, District 2.

11. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this Section 11 by the Contractor shall be grounds for cancellation of this agreement by County.

12. CONSTRUCTION AND VENUE

The validity, construction, end effect of this Agreement shall be governed by the laws of the State of Florida, and the parties stipulate that venue shall be exclusively in the Second Judicial Circuit of the State Courts of Florida.

13. CIVIL RIGHTS

The Contractor shall comply with Title VI and VII, Civil Rights Act of 1964 (42 UCS 2000d and 2000e), Executive Order No, 11246, entitled "Equal Employment

AGREEMENT BETWEEN JEFFERSON COUNTY
AND OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2

Opportunity," as supplemented in Department of Labor Regulations (41 CFR Part 60), and Federal Regulations concerning nondiscrimination on the basis of race, color, sex, religious background, ancestry, natural origin, and mental and physical handicaps. It is expressly understood that upon receipt of evidence or of such discrimination, County may terminate this Agreement for cause.

14. ALTERATIONS, VARIATIONS, REDUCED TO WRITING

Any revisions, alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been rendered in writing, duly signed by all parties involved, and attached to the original of this Agreement. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

15. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by Certified United States Mail, return receipt requested, or electronic mail, and sent to:

For Contractor:

Thomas M. Coyne, M.D., Ph.D.
Thomas M. Coyne, M.D., P.A.
Medical Examiner, District 2
560 Leonard Gray Way
Tallahassee, FL 32304
Tel: (850) 606-6600
Fax: (850) 606-6601
Email: tmcoynemdphd@gmail.com

For County:

Shannon Metty
County Manager
Jefferson County
445 W. Palmer Mill Road
Monticello, FL 32344
Tel: (850) 342 0223
Email: smetty@jeffersoncountyfl.gov

With Copy To:

United States Corp. Agents, Inc.
476 Riverside Ave.
Jacksonville, FL 32202

With Copy To:

Heather Encinosa
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308

Either of the parties may change, by written notice as provided above, the address or persons for receipt of notices.

16. FINANCIAL RESPONSIBILITY

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

AGREEMENT BETWEEN JEFFERSON COUNTY
AND OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2

17. PUBLIC RECORDS

For purposes of this Agreement, and to be consistent with the definition of public records contained in Section 119.011, Florida Statutes, the term “Medical Examiner Records” shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by Contractor. With regard to Medical Examiner Records, the following terms and conditions shall apply:

- a. The Parties acknowledge and agree that, with regard to the duties and responsibilities associated with the management of Medical Examiner Records, Thomas M. Coyne, M.D., P.A., and Medical Examiner District 2 shall each conduct itself as an “agency” as that term is defined in Section 119.011, Florida Statutes, and shall comply with all federal and state laws and rules related to the management of Medical Examiner Records including, but not limited to, Chapter 119, Florida Statutes, pertaining to public records, Chapter 406, Florida Statutes, pertaining to maintenance of records and exemptions, and Rule Chapter 11G-2, Florida Administrative Code, regarding the management of records and disclosure.
- b. The Parties agree that Thomas M. Coyne, M.D., P.A., and the Office of the Medical Examiner, District 2, are the custodians of all Medical Examiner Records and shall comply with applicable law and this Section 17 with regard to redaction, production, retention, and disposition.
- c. Contractor, with regard to any contract for services entered into with an individual, partnership, corporation, or other business entity, shall comply with the provisions of Section 119.0701, Florida Statutes, pertaining to such business entity’s compliance with public records laws. For purposes of compliance with said statute, the Parties acknowledge and agree that Contractor shall conduct itself as a “public agency” as that term is defined therein.
- d. The provisions of this Section 17, including the obligations of the Parties to this Agreement with regard to the production, retention, and disposition of Medical Examiner Records, shall survive the expiration or earlier termination of this Agreement. Thomas M. Coyne, M.D., P.A., and Office of the Medical Examiner, District 2, expressly acknowledge and agree that they shall be responsible for jointly determining their continued responsibilities as records custodians of the Medical Examiner Records subsequent to the expiration or earlier termination of this Agreement.

AGREEMENT BETWEEN JEFFERSON COUNTY
AND OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2

- e. Contractor, with regard to the Medical Examiner Records, shall comply with Section 119.021, Florida Statutes, pertaining to custodial requirements and the maintenance, preservation, and retention of Medical Examiner Records which includes, but is not limited to, compliance with the General Records Schedule GS2 for District Medical Examiners adopted by the Division of Library and Information Services of the Department of State pursuant to Section 119.021(2)(a), Florida Statutes.

18. ENTIRE AGREEMENT & WAIVER

This Agreement contains the entire agreement between the Parties and supersedes all prior oral or written agreements. The Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by all parties as set forth in Section 14 of this Agreement. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the Counties to enforce any of the provisions hereto shall not be construed to be a waiver of the right of the Counties thereafter to enforce such provisions.

19. SEVERABILITY

If any portion of this Agreement shall be determined by a court of competent jurisdiction to be invalid, then the remaining terms of the Agreement shall remain in full force and effect as if the invalid provision had not been included as part of the Agreement.

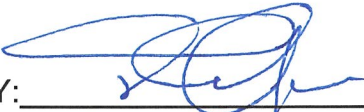
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SIGNATURE PAGE FOLLOWS**

AGREEMENT BETWEEN JEFFERSON COUNTY
AND OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2

WHEREUTO, the parties have set their hands and seals effective May 1, 2024.

**CONTRACTOR
OFFICE OF THE MEDICAL EXAMINER,
DISTRICT 2**

WITNESS: 

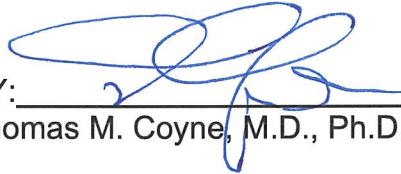
BY: 
Thomas M. Coyne, M.D., Ph.D.
Medical Examiner

WITNESS: Paula Green

DATE: 3/5/24

THOMAS M. COYNE, M.D., P.A.

WITNESS: 

BY: 
Thomas M. Coyne, M.D., Ph.D.

WITNESS: Paula Green

DATE: 3/5/24

**COUNTY
BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA**

ATTEST:

Jason Welty
Clerk of the Circuit Court

BY: _____
J.T. Surles
Chair
DATE: _____

APPROVED AS TO FORM:

Heather Encinosa, Esq.
County Attorney

Board of County Commissioners

Agenda Request

Date of Meeting: April 4, 2024

Date Submitted: March 22, 2023

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager

Subject: Board Approval to Schedule and Advertise a Public Hearing to Consider Adoption of an Ordinance Amending Sections 8-85 and 8-86 of the Jefferson County Code of Ordinances concerning Dangerous Dogs

Statement of Issue:

This agenda item requests that the Board of County Commissioners (the “Board”) hold a public hearing and adopt an ordinance amending Sections 8-85 and 8-86 of the Jefferson County Code of Ordinances (the “Code”) concerning Dangerous Dogs.

Background: Chapter 8 of the Code entitled “Animals” governs the keeping of animals in the County and the Jefferson County Animal Control Department. Chapter 8 includes inconsistent references to “animal services division” throughout. Currently, Section 8-85 of the Code entitled “Petition for classification generally” provides procedures through which a dog may be declared dangerous, and Section 8-86 of the Code entitled “Owner’s right to protest” provides for appeals. Under the current structure, a dangerous dog determination may only be made after receipt of a sworn petition and such a determination must be made by an animal classification committee, which decision may be appealed to county court. This process is inconsistent with the procedures set forth in Section 767.12, Florida Statutes, which allows for such a determination to be made upon any complaint to the animal control authority, which is the Animal Control Department in Jefferson County, and to be made by the Animal Control Department itself.

Analysis: The proposed ordinance conforms all instances of “animal services division” to properly reference the Animal Control Department. The proposed ordinance repeals Sections 8-85 and 8-86 of the Code and replaces them with new Sections that establish a procedure consistent with Section 767.12, Florida Statutes. New Section 8-85 empowers the Animal Control Department to make an initial dangerous dog determination after receipt of any complaint, which determination can be appealed to the Animal Control Appeal Board. Revised Section 8-86 creates the three-member Animal Appeal Board consisting of one member knowledgeable in the area of animal behavior; one member with a law enforcement background; and one member licensed to practice veterinary medicine in the State of Florida, all appointed by the Board of County Commissioners.

Business Impact Estimate: The proposed ordinance is not estimated to have any impact on local businesses, however, if any businesses are impacted, the impact is likely positive as the ordinance

Board Approval to Schedule and Advertise a Public Hearing to Consider Adoption of an Ordinance Amending Sections 8-85 and 8-86 of the Jefferson County Code of Ordinances concerning Dangerous Dogs

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lowers the cost of any appeal of a dangerous dog determination by creating the appeal board and eliminating the cost of a court proceeding. The proposed ordinance is anticipated to result in a reduction of County costs as the current ordinance requires the classification committee to be convened for every dangerous dog determination, whereas the proposed ordinance only requires the animal control appeal board to be convened in the event of an appeal of such a determination. The full Business Impact Estimate is attached hereto as Attachment #2.

Options:

1. Approve Scheduling and Advertising a Public Hearing to Consider Adoption of an Ordinance Amending Sections 8-85 and 8-86 of the Jefferson County Code of Ordinances concerning Dangerous Dogs.
2. Do Not Approve Scheduling and Advertising a Public Hearing to Consider Adoption of an Ordinance Amending Sections 8-85 and 8-86 of the Jefferson County Code of Ordinances concerning Dangerous Dogs.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Ordinance Amending Sections 8-85 and 8-86 of the Jefferson County Code of Ordinances concerning Dangerous Dogs
2. Business Impact Estimate

eBusiness Impact Estimate Directions

The Business Impact Estimate Form, attached to these directions must be filled out at the time of drafting of any proposed ordinance, unless the proposed ordinance is on the exemption list below. The completed Business Impact Estimate must be posted on the County's website at the time the advertisement for the proposed ordinance is published.

The following proposed ordinances are exempt and do not require a Business Impact Estimate:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local or private grant, or other financial assistance accepted by a county government;
5. Emergency Ordinances;
6. Ordinances relating to procurements; or
7. Ordinances enacted to implement the following:
 - a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - b. §§ 190.005 and 190.046, Fla. Stat. Community Development Districts;
 - c. § 553.73, Fla. Stat. relating to the Florida Building Code; or
 - d. § 633.202, Fla. Stat. relating to the Florida Fire Prevention Code.

Legal citation: § 125.66(3) (a) – (c), Fla. Stat. and § 166.041(4)(a)-(c), Fla. Stat.

BUSINESS IMPACT ESTIMATE FORM
Posted To Webpage September 20, 2023

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA CONFORMING REFERENCES TO ANIMAL SERVICES DIVISION IN CHAPTER 8 OF THE JEFFERSON COUNTY CODE OF ORDINANCES; REPEALING AND REPLACING CHAPTER 8, ARTICLE II, DIVISION 3, SECTIONS 8-85 AND 8-86 OF THE JEFFERSON COUNTY CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND FOR AN EFFECTIVE DATE.

Part I.

Summary of the proposed ordinance and statement of public purpose¹:

The proposed ordinance conforms all instances of “animal services division” to properly reference the Animal Control Department. The proposed ordinance repeals Sections 8-85 and 8-86 of the Code and replaces them with new Sections that establish a procedure consistent with Section 767.12, Florida Statutes. New Section 8-85 empowers the Animal Control Department to make an initial dangerous dog determination after receipt of any complaint, which determination can be appealed to the Animal Control Appeal Board. Revised Section 8-86 creates the three-member Animal Appeal Board consisting of one member knowledgeable in the area of animal behavior; one member with a law enforcement background; and one member licensed to practice veterinary medicine in the State of Florida, all appointed by the Board of County Commissioners.

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County: *(fill out subsections a-c as applicable, if not applicable write “N/A”)*

- a. Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

¹ Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the County.

This Ordinance is not anticipated to have any impact on business. If any impact is felt, this Ordinance would have a positive economic impact on for-profit businesses involved in the appeal of a dangerous dog determination because the Ordinance eliminates court costs associated with an appeal and provides for appeals to be made to an animal control appeal board appointed by the BOCC instead of county court.

- b. Identification of any new charges or fees on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

No charges or fees are part of the new ordinance.

- c. An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The County's regulatory costs are expected to decrease as staff time for hearings involving an appointed board will now only be necessary in the event of an appeal of a dangerous dog determination, not for every dangerous dog determination.

Part III.

Good Faith Estimate of the number of businesses likely to be impacted by the ordinance:

Any business seeking to have a dog declared dangerous or to appeal a dangerous dog determination.

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA CONFORMING REFERENCES TO ANIMAL SERVICES DIVISION IN CHAPTER 8 OF THE JEFFERSON COUNTY CODE OF ORDINANCES; REPEALING AND REPLACING CHAPTER 8, ARTICLE II, DIVISION 3, SECTIONS 8-85 AND 8-86 OF THE JEFFERSON COUNTY CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (the “Board”) adopted Chapter 8, Article II of the Jefferson County Code of Ordinances (the “Code”) entitled “Dangerous Animals and Rabies Control” pursuant to Chapter 767, Florida Statutes; and

WHEREAS, Chapter 8 of the Code contains inconsistent references to the Jefferson County animal control department; and

WHEREAS, the Board desires to better align the provisions of the Chapter 8 of the Code with the provisions of Section 767.12, Florida Statutes; and

WHEREAS, in order to effectuate these changes, the Board hereby finds it necessary to amend Chapter 8 of the Code.

NOW THEREFORE, be it ordained by the Board of County Commissioners of Jefferson County, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are true and correct and are hereby incorporated by reference.

SECTION 2. CONFORMING OF CHAPTER 8 OF THE CODE. The Board hereby amends all instances of “animal services” in Chapter 8 of the Code to “animal control” and amends all instances of “division” in Chapter 8 of the Code to “department.”

SECTION 3. REPEAL AND REPLACEMENT OF SECTIONS 8-85 AND 8-86 OF THE CODE OF ORDINANCES. The Board hereby repeals and replaces Chapter 8, Article II, Division 3, Sections 8-85 and 8-86 of the Code as follows:

Sec. 8-85. Dangerous Dogs.

- (a) Section 767.12, Florida Statutes, and subsequent amendments made by the state legislature, are adopted and by reference made a part of this article:
 - (1) Animal control shall investigate reported incidents involving any dog that may be dangerous and, if possible, shall interview the owner and require a

sworn affidavit from any person, including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous.

a. An animal that is the subject of a dangerous dog investigation because of severe injury to a human being may be immediately confiscated by animal control, placed in quarantine, if necessary, for the proper length of time, or impounded and held. The animal may be held pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If the dog is to be disposed of through euthanasia, the dog may not be disposed of while an appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal pending any hearing or appeal.

b. An animal that is the subject of a dangerous dog investigation which is not impounded with the animal control authority must be humanely and safely confined by the owner in a securely fenced or enclosed area. The animal shall be confined in such manner pending the outcome of the investigation and the resolution of any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. The address at which the animal resides shall be provided to the animal control authority. A dog that is the subject of a dangerous dog investigation may not be relocated or its ownership transferred pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If a dog is to be destroyed, the dog may not be relocated or its ownership transferred.

(2) A dog may not be declared dangerous if:

a. The threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property or who, while lawfully on the property, was tormenting, abusing, or assaulting the dog or its owner or a family member.

b. The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

(3) After the investigation, animal control shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous and, if sufficient cause is found, as to the appropriate penalty under subsection (5). Animal control shall afford the owner an opportunity for a hearing prior to making a final determination regarding the classification or penalty. Animal control shall provide written notification of the sufficient cause finding and proposed penalty to the owner by registered mail, certified hand delivery, or service in conformance with the provisions of chapter 48 relating to service of process. The owner may file a written request for a hearing before the animal control appeal board regarding the dangerous dog classification, penalty, or both, within seven calendar days after receipt of the notification of the sufficient cause finding and proposed penalty. If the owner requests a hearing, the hearing shall be held as soon as possible, but not later than 21 calendar days and not sooner than five days after receipt of the request from the owner. If a hearing is not timely requested regarding the dangerous dog classification or proposed penalty, the determination of the animal control authority as to such matter shall become final.

(4) Upon a dangerous dog classification and penalty becoming final after a hearing or by operation of law pursuant to subsection (3), the animal control authority shall provide a written final order to the owner by registered mail, certified hand delivery or service. The owner may appeal the classification, penalty, or both, to the circuit court in accordance with the Florida Rules of Appellate Procedure after receipt of the final order. If the dog is not held by the animal control authority, the owner must confine the dog in a securely fenced or enclosed area pending resolution of the appeal.

(5) Except as otherwise provided in paragraph d., the owner of a dog classified as a dangerous dog shall:

a. Maintain an annual permit and tag for the dangerous animal pursuant to Section 8-88.

b. Notify animal control immediately, in compliance with Section 8-89, when the dog:

1. Is loose or unconfined.
2. Has bitten a human being or attacked another animal.
3. Is sold, given away, or dies.
4. Is moved to another address, even if the dog is moved

to another local jurisdiction within the state.

c. Not permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and under the control of a competent person. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting a person or animal. When being transported, such dogs must be safely and securely restrained within a vehicle. The owner shall also ensure compliance with sections 8-90 and 8-91 of the Code.

d. If a dog is classified as a dangerous dog due to an incident that causes severe injury to a human being, based upon the nature and circumstances of the injury and the likelihood of a future threat to the public safety, health, and welfare, the dog may be destroyed in an expeditious and humane manner.

(6) Hunting dogs are exempt from this section when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials are exempt from this section when engaged in any legal procedures. However, such dogs at all other times in all other respects are subject to this and local laws. Dogs that have been classified as dangerous may not be used for hunting purposes.

(7) A person who violates any provision of this section commits a noncriminal infraction, punishable by a fine not to exceed \$500.

(b) Section 767.13, Florida Statutes, and subsequent amendments made by the state legislature, are adopted and by reference made a part of this article:

(1) If a dog that has previously been declared dangerous attacks or bites a person or a domestic animal without provocation, the owner is guilty of a misdemeanor of the first degree, punishable as provided in Section 775.082, Florida Statutes, or Section 775.083, Florida Statutes. In addition, the dangerous dog shall

be immediately confiscated by animal control, placed in quarantine, if necessary, for the proper length of time, or impounded and held for ten business days after the owner is given written notification under Section 767.12, Florida Statutes, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under Section 767.12, Florida Statutes. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

(2) If a dog that has previously been declared dangerous attacks and causes severe injury to or death of any human, the owner is guilty of a felony of the third degree, punishable as provided in Sections 775.082, 775.083, or 775.084, Florida Statutes. In addition, the dog shall be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time or held for ten business days after the owner is given written notification under Section 767.12, Florida Statutes, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under Section 767.12, Florida Statutes. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

(3) If the owner files a written appeal under Section 767.12, Florida Statutes, or this section, the dog must be held and may not be destroyed while the appeal is pending.

(4) If a dog attacks or bites a person who is engaged in or attempting to engage in a criminal activity at the time of the attack, the owner is not guilty of any crime specified under this section.

Sec. 8-86. Animal control appeal board.

An animal control appeal board consisting of three residents of Jefferson County shall be appointed by the board of county commissioners to review decisions of the animal control department as required under the Jefferson County Animals Ordinance, including, but not limited to, the initial classification of an animal as dangerous. The membership of the animal control appeal board shall include the following: one member knowledgeable in the area of animal behavior; one member with a law enforcement background; and one member licensed to practice veterinary medicine in the State of Florida.

SECTION 3. SEVERABILITY. Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence, or word be declared by a court or competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

SECTION 4. INCLUSION INTO THE JEFFERSON COUNTY CODE OF ORDINANCES. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Jefferson County Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered to accomplish that intent.

SECTION 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be filed with the Department of State within 10 days after its enactment by the Board and shall take effect as provided by law.

PASSED AND DULY ENACTED by the Board of County Commissioners of Jefferson County, Florida in regular session, this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

J.T. Surles, Chair

ATTEST:

Jason Welty
Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather J. Encinosa, Esq.
County Attorney